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LOAN #0905716495

State of Oregon, County of Klamath
Recorded 02/15/2002 10:55 A.M.
Vol M02, Pg 9235-36
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

MODIFICATION OF DEED OF TRUST AND PROMISSORY NOTE

THIS MODIFICATION OF DEED OF TRUST AND PROMISSORY NOTE IS DATED JUNE 19, 1998 BETWEEN ASHTON TENLY COMPANY, L.L.C. (referred to below as "Grantor"), whose address is 2255 NE CORNELL ROAD, HILLSBORO, OR 97124; and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (referred to below as "Lender"), whose address is 540 MAIN STREET, KLAMATH FALLS, OREGON 97601.

DEED OF TRUST: Grantor and Lender have entered into a Deed of Trust dated June 16, 1997 (The "Deed of Trust") recorded in WASHINGTON County, State of Oregon as follows: RECORDED 06/19/97 DOCUMENT #97056393 IN WASHINGTON COUNTY OFFICIAL RECORDS, IN WASHINGTON COUNTY, OREGON.

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property (the "Real Property") recorded in Washington County, State of OREGON:

LOT 576, JACKSON SCHOOL NO. 13, IN THE CITY OF HILLSBORO, COUNTY OF WASHINGTON AND STATE OF OREGON.

The Real property or its address is commonly known as 343 N. E. ST. JEAN PLACE, HILLSBORO, OREGON 97124.

The Real Property tax identification number is (not assigned).

MODIFICATION: Grantor and Lender modify the Deed of Trust and Promissory Note as follows:

The principal sum secured by the above referenced DEED OF TRUST shall be \$135,000. The interest rate charged on the note secured by the above referenced DEED OF TRUST shall be 8.125% with a monthly principal and interest payment of \$1,002.37 beginning 07/01/98. All sums secured by this DEED OF TRUST shall be due and payable on June 1, 2003.

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CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above or obligate Lender to make future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodating parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge this Modification is given conditionally, based on the representation to lender that the non-signing person consents to the changes and provisions of the Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent action.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:
ASHTON TENLY COMPANY, L.L.C.

X

Douglas S. Wetter
DOUGLAS S. WETTER, MANAGING MEMBER

X

Douglas S. Wetter
DOUGLAS S. WETTER

STATE OF ~~WASHINGTON~~ ^{Oregon}, COUNTY OF Washington ISS.

On this 30th day of June 1998, personally appeared the above named Douglas S. Wetter who signed as an individual and as Managing Member of Ashton Tenly Company, L.L.C. and acknowledged the foregoing instrument to be his voluntary act and deed.

My Commission Expires:

9/28/2001



Before me:

Deborah Miller
Notary Public